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Secretariat

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SECRETARY-GENERAL'S BULLETIN

To: Members of the staff

Subject: USE OF "WHEN ACTUALLY EMPLOYED" CONTRACTS FOR SPECIAL REPRESENTATIVES, ENVOYS AND OTHER SPECIAL HIGH-LEVEL POSITIONS*

I. GENERAL PROVISIONS

1. The present bulletin is promulgated pursuant to staff regulation 4.1.

2. A "when actually employed" (WAE) contract for special representatives, envoys and other special high-level positions is an agreement between the Organization and an individual, by which the Organization retains the services of the individual when there is a need:

(a) For work of an intermittent or discontinuous nature;

(b) For assignments whose duration is uncertain, or whose timing is not clearly identifiable in advance;

(c) To ensure the availability at short notice of persons with special skills required by the Organization.

WAE contracts are to be used only when standard appointments under the 100, 200 or 300 series of the Staff Rules, or when a standard special service agreement (SSA) would not be appropriate, for example, in peace-keeping operations or for special assignments for the Secretary-General.

3. WAE contracts should normally be issued for a period of six months at a time, and should specify that the maximum number of days that may be worked in a given six-month period should not exceed four and one half months. Subsequent WAE contracts may be issued, subject to an overall limit of nine months actually employed in any 12-month period. Exceptions must be specially authorized by the Assistant Secretary-General for Human Resources Management.

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* Personnel Manual index No. 4145.

4. The holder of a WAE contract must be notified in writing of the days during which his or her services will be required, and his or her acceptance must be in writing. In cases of extreme urgency, this may be done on a post facto basis.

5. Holders of WAE contracts who are authorized to travel at United Nations expense, or who are requested to perform services on behalf of the Organization, shall be entitled to compensation in the event of injury, illness or death attributable to the performance of duties on behalf of the United Nations. Compensation claims will be governed by the terms of appendix D/Rev.1 and Amend.1 to the Staff Rules, wherein the words "final pensionable remuneration" shall be construed as the net annual remuneration that would have been received had the individual worked on a full-time basis. The period of coverage under appendix D/Rev.1 and Amend.1 shall be that specified under paragraph 4 above.

II. WAE CONTRACTS AS SHORT-TERM APPOINTMENTS UNDER THE 300 SERIES OF THE STAFF RULES

Level and salary of appointment

6. The letter of appointment shall specify the level of the appointment. Salaries must be stated in both net and gross terms, using the salary scales appropriate to the level of the appointment and shall be stated as daily rates representing 1/365th of the annual scale.

Other conditions of service

7. WAE appointments do not attract annual, special or sick leave and carry no entitlement to dependency or other benefits or allowances, except as provided in the present bulletin.

8. Where appropriate, representation allowance may be paid on a pro rata basis.

9. Daily subsistence or mission subsistence allowances are payable, where appropriate, in respect of days actually worked under a WAE appointment, and in respect of weekends and public holidays falling within a continuous period of employment.

10. The letter of appointment must explicitly state that the appointee is excluded from participation in the United Nations Joint Staff Pension Fund.

11. Individuals who are subject to staff assessment and to national taxation on the income generated by a 300 series WAE appointment shall be entitled to tax reimbursement thereon.

Status

12. The oath of office pursuant to staff regulation 1.9 shall be attached to the letter of appointment for signature by the holder of a WAE letter of appointment. The letter of appointment shall state that the holder has the status of a staff member of the United Nations only when actually employed by

the United Nations and, as a staff member, he or she is subject to the United Nations Staff Regulations and Rules during the days of his or her service. During the days the individual is not serving the United Nations, he or she shall continue to exercise utmost discretion in all matters concerning the Organization. He or she shall not communicate at any time to any other person, Government or authority external to the United Nations any information known to him or her by reason of his or her association with the United Nations which has not been made public, except in the course of his or her duties or by authorization of the Secretary-General or his designate, nor shall he or she at any time use such information to private advantage, or act in such way to misrepresent or mislead the public on his or her status, nor use his or her connection with the Organization for personal gain.

III. WAE CONTRACTS ON SPECIAL SERVICE AGREEMENTS

13. Except as explained below, WAE contracts on special service agreements will be governed by the contractual provisions set out in the contract document, including those on the reverse of that document, and the provisions of administrative instruction ST/AI/295 and Amend.1.

Status

14. A WAE SSA shall explicitly state that the holder has the status of an expert on mission only when actually employed by the United Nations. The SSA shall state that the holder has the status of an expert on mission only for the days actually employed by the United Nations, and during those days, the individual is subject to the "conditions of service", which are provided for in the reverse of the SSA document. The holder of a WAE SSA shall continue to exercise utmost discretion in all matters concerning the Organization at all times, including the days when the individual is not performing services for the United Nations. He or she shall not communicate at any time to any other person, Government or authority external to the United Nations any information known to him or her by reason of his or her association with the United Nations which has not been made public, except in the course of his or her duties or by authorization of the Secretary-General or his designate, nor shall he or she at any time use such information to private advantage, or act in such way to misrepresent or mislead the public of his or her status, nor use his or her association with the Organization for personal gain.

Taxes

15. The WAE SSA shall explicitly state that the holder is responsible for payment of taxes on emoluments paid by the Organization.

Boutros BOUTROS-GHALI
Secretary-General